



PURCHASED SERVICES CONTRACT Under \$49,999

366 Luna Drive
Las Vegas, New Mexico
Telephone 505-454-2500 Or 1-800-588-7232

1. Parties Identified

Luna Community College (LCC) and _____ (Contractor) enter into this contract for the purpose of providing _____ services for LCC. In performing the services provided herein, it is understood that the Contractor is acting as an independent contractor for LCC and not as an employee of LCC, and as such shall be fully responsible for performance of the duties required by this contract, subject only to the scheduling of the times and place of performance by LCC.

2. Duties of Contractor – Scope of Work

2.1 Contractor shall provide services as follows:

2.2 Contractor shall keep Luna Community College informed as to his/her schedule and status of services provided.

2.3 Contractor agrees to comply with all applicable federal and state rules and regulations governing his/her profession and that of any of his/her employees, in the State of New Mexico

2.4 Contractor shall account for all time billed under this contract for submission in accordance with paragraph 5.1 below.

2.5 Contractor will insure that his/her status as an independent contractor is fully disclosed to each client (as applicable) of Luna Community College before any services are performed.

2.6 Contractor agrees to indemnify and hold Luna Community College harmless from any and all cost and expense including reasonable attorney’s fees, incurred by Luna Community College as a result of any claim made by third parties as a result of the performance by Contractor of services required by this contract.



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3. Duties of Luna Community College

- 3.1 Luna Community College will provide Contractor with all required forms for completion of documentation in association with services performed when applicable.
- 3.2 Luna Community College does not make any promise or guarantee to Contractor of the amount of work that may be available to Contractor.
- 3.3 Luna Community College will review documentation submitted by Contractor to assure compliance with regulatory standards when applicable. Documentation not meeting such standards will be returned to Contractor for completion and re-submission.

4. Licensure and Insurance

- 4.1 Contractor agrees to provide proof that he/she possess the credentials and licensure necessary to provide all services under this contract and agrees to comply will all rules and regulations governing his/her profession in the State of New Mexico.
- 4.2 **If applicable**, Contractor will continue in full force and effect general liability insurance covering all of the professional services performed pursuant to this Contract and general tort liability to third parties relating to acts or omissions of the Contractor. A resume of the Contractor's current insurance and general liability policy is attached. Contractor further agrees to maintain liability limits not less than those currently in effect.
- 4.3 As an independent contractor, the Contractor is responsible for his/her own business and Workers' Compensation insurance and other employer obligations. Contractor agrees to hold Luna Community College harmless for all losses, injuries, or illnesses Contractor may incur in performing the duties under this agreement, including injuries sustained in travel to, from and between Luna Community College facilities.

5. Compensation

- 5.1 Total compensation for services shall not exceed \$_____ (gross receipts tax included) during the period of this Contract. Contractor will submit billing. Payment will be made within thirty days of submission. Contractor shall provide a detailed accounting for all time billed under this Contract.
- 5.2 If applicable, the hourly rate for these services is \$_____.



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6. Term and Termination of Contract

6.1 The parties enter into this agreement for the period beginning _____ and ending _____, or until such time as either party terminates this contract as hereinafter provided. Either party for any reason upon 10 days written notice may terminate this contract.

7. Modification of Agreement

7.1 This contract represents the entire agreement, and may be modified only by a written amendment signed and dated by both Parties. Disputes concerning the implementation or interpretation of this agreement shall be resolved through discussion between the Contractor and the appropriate Luna Community College Representative and the President, and shall be the sole remedy for resolution of such dispute.

Contractor:

Luna Community College:

Print Name

President

Signature

Date

Date

Donna Flores, Chief Financial Officer

Address:

Date

Levitt Baca, Purchasing Director

Telephone and Fax Number:

Date

Social Security Number:

Signature of Requestor (Department Director)

License Number (If Applicable):

Date

W-9 Attached Yes _____ No _____ (return to requester)

A W-9 must be attached in order to receive compensation for services rendered.



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CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source of small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution: includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement subject to the competitive sealed proposal process set forth in the Procurement Code or is not subject to the competitive sealed proposal process because it qualifies for sole source or small purchase contract

“Family Member” means spouse, father, mother, child, father-in-law, mother-in-law, and daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.



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“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (if none sign bottom signature line)

Contributions Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size) _____

• _____
Signature Date

• _____
Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

• _____
Signature Date

• _____
Title (Position)



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**VENDOR CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

Conflict of Interest

No employee or Trustee of Luna Community College has a direct or indirect interest in the Contractor or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Trustee's interest is less than one percent of the Contractor).

Contractor neither employs nor is negotiating to employ any LCC employee or member of the LCC Board of Trustees.

Contractor did not participate directly or indirectly in the preparation of specifications upon which the quote or offer is made.

If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify legislator: _____.

List below the name and social security number of any employee of the Contractor or person assisting in the proposed transaction in any way who was a LCC employee within the preceding 12-month period.

Debarment/Suspension Status

1. The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency.
2. The Contractor agrees to provide immediate notice to Luna Community College Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

Certification

The undersigned hereby certifies that he/she has read the above Conflict of Interest and Debarment/Suspension Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Contractor named below.

Signature: _____ Title: _____

Name Typed: _____ Date: _____

Company: _____ City: _____



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Address: _____ State: _____ Zip _____

Requestor			
	Print Name	Signature	Date
Purchasing	Levitt Baca		
		Signature	Date
Review & Approval	Donna Flores		
		Signature	Date
Final Approval	President		
		Signature	Date